

****NON-DISCLOSURE AGREEMENT****

This Non-Disclosure Agreement ("Agreement") is made and entered into as of 19.11.2024 by and between:

1. Disclosing Party: FinTellec AI, with principal offices located in Sofia, Bulgaria ("Disclosing Party")

2. Receiving Party: Maaz Ahmad Khan, with principal offices located in Pakistan ("Receiving Party")

WHEREAS

The Disclosing Party and the Receiving Party wish to explore a potential business relationship in connection with the development of an AI-based Virtual CFO application ("Purpose"). In connection with this exploration, the Disclosing Party may disclose certain confidential and proprietary information to the Receiving Party.

NOW, THEREFORE, the parties agree as follows:

1. Definition of Confidential Information

"Confidential Information" means all information, whether written, electronic, or oral, provided by the Disclosing Party to the Receiving Party, including but not limited to trade secrets, financial data, intellectual property, technical data, and any proprietary information related to the business or services of the Disclosing Party.

2. Obligations of the Receiving Party

The Receiving Party agrees:

- To keep the Confidential Information strictly confidential and not to disclose it to any third party without the prior written consent of the Disclosing Party.
- To use the Confidential Information solely for the Purpose as stated in this Agreement.
- To take reasonable steps to protect the confidentiality of the Confidential Information, using at least the same level of care as it uses to protect its own confidential information.

3. Exceptions to Confidential Information

The obligations under this Agreement shall not apply to any information that:

- Is or becomes publicly available without breach of this Agreement by the Receiving Party.
- Is rightfully received by the Receiving Party from a third party without restrictions on use or disclosure.
- Is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party.

4. Term

This Agreement shall remain in effect for a period of two (2) years from the date of disclosure of the Confidential Information.

5. Governing Law

This Agreement shall be governed by, and construed in accordance with, international law, specifically the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS).

6. Miscellaneous

- The Receiving Party shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Disclosing Party.
- Any breach of confidentiality by the Receiving Party may result in irreparable harm to the Disclosing Party, entitling it to injunctive relief in addition to other remedies.
- This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior communications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party (FinTellec AI)

Name: Zhivka Atanasova- Nedyalkova

Title: CFO

Signature:

Receiving Party

Name: Maaz Ahmad Khan

Title:

Signature: